

EXHIBIT 180

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE)	
)	
RS FIT NW LLC,)	
)	
DEBTOR.)	
_____)	
)	
24 HOUR FITNESS)	
WORLDWIDE, INC.,)	
)	
PLAINTIFF,)	
)	
V.)	CHAPTER 11
)	
CONTINENTAL CASUALTY)	CASE NO.: 20-11558
COMPANY; ENDURANCE)	(KBO)
AMERICAN SPECIALTY)	
INSURANCE COMPANY; STARR)	
SURPLUS LINES INSURANCE)	
COMPANY; ALLIANZ GLOBAL)	
RISKS US INSURANCE)	
COMPANY; LIBERTY MUTUAL)	
INSURANCE COMPANY;)	
BEAZLEY-LLOYD'S)	
SYNDICATES 2623/623;)	
ALLIED WORLD NATIONAL)	
ASSURANCE COMPANY; QBE)	
SPECIALTY INSURANCE)	
COMPANY; AND GENERAL)	
SECURITY INDEMNITY)	
COMPANY OF ARIZONA,)	
)	
DEFENDANTS.)	
_____)	

ORAL DEPOSITION OF MELANIE WOLSKI,
PERSON MOST QUALIFIED FOR
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
OCTOBER 28, 2022

REPORTED BY: CHRISTINE E. SPERBECK, CSR, RPR

JOB NO. 77332

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<p>1 ORAL DEPOSITION of MELANIE WOLSKI, produced as a</p> <p>2 witness at the instance of the Defendant, and duly</p> <p>3 sworn, was taken in the above-styled and numbered cause</p> <p>4 on October 28, 2022, from 12:14 P.M. CST to 4:30 P.M.</p> <p>5 CST, before Christine Sperbeck, CSR in and for the State</p> <p>6 of California, reported by machine shorthand, remotely</p> <p>7 via Microsoft Teams videoconferencing, with all parties</p> <p>8 appearing from their respective homes and/or offices,</p> <p>9 pursuant to the Federal Rules of Civil Procedure.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 FOR THE DEFENDANTS STARR SURPLUS LINES INSURANCE COMPANY</p> <p>2 AND BEAZLEY-LLOYD'S SYNDICATES 2623/623:</p> <p>3 ALSO PRESENT:</p> <p>4 HINSHAW LAW</p> <p>5 BY: FERDUSI CHOWDHURY, ESQ.</p> <p>6 800 THIRD AVENUE, 13TH FLOOR</p> <p>7 NEW YORK, NY 10022</p> <p>8 (212) 471-6200</p> <p>9 FCHOWDHURY@HINSHAWLAW.COM</p> <p>10</p> <p>11 FOR THE DEFENDANT CONTINENTAL CASUALTY COMPANY:</p> <p>12 DLA PIPER</p> <p>13 BY: MATTHEW DENN, ESQ.</p> <p>14 1201 NORTH MARKET STREET, SUITE 2100</p> <p>15 WILMINGTON, DE 19801</p> <p>16 (302) 468-5700</p> <p>17 MATTHEW.DENN@US.DLAPIPER.COM</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 3	Page 5
<p>1 A P P E A R A N C E S</p> <p>2 (ALL APPEARANCES VIA MICROSOFT TEAMS VIDEOCONFERENCE)</p> <p>3</p> <p>4 FOR THE PLAINTIFF 24 HOUR FITNESS WORLDWIDE, INC.:</p> <p>5 REED SMITH, LLP</p> <p>6 BY: NATALIE OCHOA, ESQ.</p> <p>7 101 SECOND STREET, SUITE 1800</p> <p>8 SAN FRANCISCO, CA 94105</p> <p>9 (415) 543-8700</p> <p>10 NOCHOA@REEDSMITH.COM</p> <p>11</p> <p>12 FOR THE DEFENDANT ALLIANZ GLOBAL RISKS US INSURANCE</p> <p>13 COMPANY:</p> <p>14 CLYDE & CO.</p> <p>15 BY: MARLIE MCDONNELL, ESQ.</p> <p>16 271 17TH STREET NW, SUITE 1720</p> <p>17 ATLANTA, GA 30363</p> <p>18 (404) 410-3150</p> <p>19 MARLIE.MCDONNELL@CLYDECO.US</p> <p>20 FOR THE DEFENDANT LIBERTY MUTUAL INSURANCE COMPANY:</p> <p>21 ROBINSON & COLE</p> <p>22 BY: JOEL MCNABNEY, ESQ.</p> <p>23 777 BRICKELL AVENUE, SUITE 680</p> <p>24 MIAMI, FL 33131</p> <p>25 (786) 725-4119</p> <p>JMCNABNEY@RC.COM</p> <p>FOR THE DEFENDANT ALLIED WORLD NATIONAL ASSURANCE</p> <p>COMPANY:</p> <p>MOUND COTTON WOLLAN & GREENGRASS, LLP</p> <p>BY: ANDREA ORTIZ, ESQ.</p> <p>THREE GREENWAY PLAZA, SUITE 1300</p> <p>HOUSTON, TX 77046</p> <p>(281) 572-8350</p> <p>AORTIZ@MOUNDCOTTON.COM</p> <p>(CONTINUED ON NEXT PAGE)</p>	<p>1 I N D E X</p> <p>2 APPEARANCES 2</p> <p>3 MELANIE WOLSKI</p> <p>4 EXAMINATION BY MS. OCHOA 7</p> <p>5</p> <p>6 REPORTER'S CERTIFICATE 138</p> <p>7</p> <p>8</p> <p>9 E X H I B I T S</p> <p>10 NO. DESCRIPTION PAGE</p> <p>11 EXHIBIT A PLAINTIFF'S AMENDED NOTICE OF 12</p> <p>12 30(B)(6) DEPOSITION TO ALLIANZ</p> <p>13 GLOBAL RISKS US INSURANCE</p> <p>14 COMPANY</p> <p>15 EXHIBIT B DOCUMENT BATES-LABELED 35</p> <p>16 AGRUS000352</p> <p>17 EXHIBIT C DOCUMENTS BATES-LABELED 42</p> <p>18 AGRUS000365-000383</p> <p>19 EXHIBIT D DOCUMENTS BATES-LABELED 49</p> <p>20 AGRUS000400-000401</p> <p>21 EXHIBIT E DOCUMENTS BATES-LABELED 59</p> <p>22 AGRUS000288-000351</p> <p>23 EXHIBIT F ALLIANZ DOCUMENT TITLED 82</p> <p>24 "COVID-19 CHANGING CLAIMS</p> <p>25 PATTERNS"</p> <p>EXHIBIT G DOCUMENTS BATES-LABELED 86</p> <p>AGRUS000402-000406</p> <p>EXHIBIT H DOCUMENTS BATES-LABELED 88</p> <p>AGRUS000428-000443</p> <p>(CONTINUED ON NEXT PAGE)</p>

<p>1 EXHIBIT I DOCUMENTS BATES-LABELED 95 AGRUS000446-000455</p> <p>2</p> <p>3 EXHIBIT J DOCUMENTS BATES-LABELED 108 AGRUS000467-000479</p> <p>4 EXHIBIT K DOCUMENTS BATES-LABELED 119 AGRUS000482-000494</p> <p>5</p> <p>6 EXHIBIT L DOCUMENTS BATES-LABELED 120 AGRUS000502-000518</p> <p>7 EXHIBIT M DOCUMENTS BATES-LABELED 123 AGRUS000521-000535</p> <p>8</p> <p>9 EXHIBIT N DOCUMENTS BATES-LABELED 125 AGRUS001005-001011</p> <p>10 EXHIBIT O DOCUMENTS BATES-LABELED 132 AGRUS000541-AGRUS000563</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 QUESTIONS INSTRUCTED NOT TO ANSWER</p> <table border="1"> <thead> <tr> <th>PAGE</th> <th>LINE</th> </tr> </thead> <tbody> <tr> <td>75</td> <td>2</td> </tr> <tr> <td>107</td> <td>18</td> </tr> <tr> <td>121</td> <td>16</td> </tr> <tr> <td>129</td> <td>21</td> </tr> </tbody> </table> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	PAGE	LINE	75	2	107	18	121	16	129	21	<p>Page 8</p> <p>1 Q And did your office physically shut down during</p> <p>2 the pandemic?</p> <p>3 A I don't know if it actually shut down, but we</p> <p>4 were just encouraged to work from home.</p> <p>5 Q Okay. So there wasn't a formal, like, you</p> <p>6 can't come into the office for X amount of months or X</p> <p>7 amount of weeks?</p> <p>8 A I don't remember.</p> <p>9 Q Okay. Do you remember just generally what the</p> <p>10 COVID protocol was for your company?</p> <p>11 MS. MCDONNELL: Object to the form.</p> <p>12 THE WITNESS: In regards to the office or just</p> <p>13 working or --</p> <p>14 BY MS. OCHOA:</p> <p>15 Q Just, like, your -- if someone tests positive</p> <p>16 for COVID, you're not able to go into the building or</p> <p>17 anything like that?</p> <p>18 A Yeah, if we tested positive, we obviously</p> <p>19 wouldn't be able to go into the building. And then I</p> <p>20 think if we were to enter the building, we were required</p> <p>21 to wear a mask.</p> <p>22 Q Cool. Okay.</p> <p>23 So I'd like to go over a couple of ground rules</p> <p>24 relating to the fact that the deposition is remote.</p> <p>25 Can you affirm that you won't use any text</p>
PAGE	LINE										
75	2										
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<p>Page 7</p> <p>1 OCTOBER 28, 2022</p> <p>2 12:14 P.M. CST - 4:30 P.M. CST</p> <p>3 ---o0o---</p> <p>4</p> <p>5 MELANIE WOLSKI,</p> <p>6 HAVING BEEN FIRST DULY SWORN,</p> <p>7 WAS EXAMINED AND TESTIFIED AS FOLLOWS:</p> <p>8</p> <p>9 EXAMINATION</p> <p>10 BY MS. OCHOA:</p> <p>11 Q Good morning. My name is Nat Ochoa, and I'm</p> <p>12 representing 24 Hour Fitness in this case.</p> <p>13 How are you?</p> <p>14 A Good. How are you?</p> <p>15 Q Doing well.</p> <p>16 Can you please state and spell your full name</p> <p>17 for the record.</p> <p>18 A Melanie Wolski, M-e-l-a-n-i-e; and then Wolski</p> <p>19 is W-o-l-s-k-i.</p> <p>20 Q Is it okay if I call you Ms. Wolski throughout</p> <p>21 the deposition?</p> <p>22 A Yes.</p> <p>23 Q Great.</p> <p>24 Are you in your office or at home today?</p> <p>25 A I'm at home.</p>	<p>Page 9</p> <p>1 messages, chats, e-mails, or any other form of</p> <p>2 communication while testifying today?</p> <p>3 A Yes.</p> <p>4 Q Can you affirm that you won't review any notes</p> <p>5 or any other documentation while testifying except for</p> <p>6 the exhibits that I ask you to pull up?</p> <p>7 A Yes.</p> <p>8 Q And did you bring any notes with you today?</p> <p>9 A No.</p> <p>10 Q Is anyone in the room with you?</p> <p>11 A No.</p> <p>12 Q If at any point someone joins you in the room,</p> <p>13 make sure to just let me know and we can disclose their</p> <p>14 presence and then move forward after they exit.</p> <p>15 Does that make sense?</p> <p>16 A Yes.</p> <p>17 Q Have you ever given any testimony before?</p> <p>18 A Yes.</p> <p>19 Q And was that at a deposition or a trial?</p> <p>20 A A deposition.</p> <p>21 Q How many times would you say?</p> <p>22 A I would say at least five.</p> <p>23 Q And generally what did those matters relate to?</p> <p>24 A Property insurance claims.</p> <p>25 Q Any involving COVID-19?</p>										

<p style="text-align: right;">Page 66</p> <p>1 access to the building even if it doesn't say</p> <p>2 specifically, "You can't go in and out of the building?"</p> <p>3 A Say that again.</p> <p>4 Q If a government order says something like, "You</p> <p>5 must shut down your facility," is that enough to</p> <p>6 constitute prohibiting access, as opposed to a</p> <p>7 government order like the example you gave saying, "We</p> <p>8 are prohibiting from you leaving or coming into a</p> <p>9 building?"</p> <p>10 MS. McDONNELL: Object to the form.</p> <p>11 THE WITNESS: I think I would just have to read</p> <p>12 the entire order and, like, what it says.</p> <p>13 BY MS. OCHOA:</p> <p>14 Q You can't tell me one way or another if an</p> <p>15 order in a situation said, "You have to shut down your</p> <p>16 facility under this policy provision," whether that</p> <p>17 would constitute prohibiting access?</p> <p>18 A Just because you have to shut down, like, say</p> <p>19 the business operations doesn't mean that someone can't</p> <p>20 enter or leave the building. That's kind of two</p> <p>21 different things of what you're -- what you just said.</p> <p>22 Q Okay. So to your -- it's your understanding</p> <p>23 that saying something like, "You must shut down your</p> <p>24 facility," as opposed to, "You can't go in and out" --</p> <p>25 those are two different things?</p>	<p style="text-align: right;">Page 68</p> <p>1 BY MS. OCHOA:</p> <p>2 Q Why not?</p> <p>3 A I think that there needs to be a timeline of</p> <p>4 when they entered the location as well as, you know,</p> <p>5 say -- also if they tested positive -- tested positive</p> <p>6 and also when -- in regards to when they tested positive</p> <p>7 when they entered the location.</p> <p>8 Q What about if someone hypothetically tested</p> <p>9 positive, is positive for COVID-19, walks into a 24 Hour</p> <p>10 Fitness location? Would you agree that then COVID-19 is</p> <p>11 at the 24 Hour Fitness location if they were actively</p> <p>12 positive for COVID-19?</p> <p>13 A Yes, it could be.</p> <p>14 Q What do you mean by "it could be"? When</p> <p>15 couldn't it be?</p> <p>16 A I mean, it just depends on the circumstances.</p> <p>17 I mean, if they're sitting there -- if they're walking</p> <p>18 in and walking out, it doesn't necessarily mean -- are</p> <p>19 they wearing a mask? It -- it just depends.</p> <p>20 Q So it doesn't necessarily -- just because --</p> <p>21 it's your understanding that if someone has COVID and</p> <p>22 they walk into a building, whether or not the</p> <p>23 building -- whether or not that location -- excuse me.</p> <p>24 If someone walks into a building actively with</p> <p>25 COVID-19, whether or not that location would have the</p>
<p style="text-align: right;">Page 67</p> <p>1 A Correct.</p> <p>2 Q Okay. And the policy in -- to your knowledge,</p> <p>3 is meant to cover the latter, the -- "You can't go in</p> <p>4 and out of the building?"</p> <p>5 A What do you mean "the latter"?</p> <p>6 Q Like, it -- it applies to -- we gave the two</p> <p>7 examples where they're different, the -- "You have to</p> <p>8 shut down your facility," versus, "You can't go in and</p> <p>9 out of the building."</p> <p>10 To your knowledge, it's your understanding that</p> <p>11 the policy is meant to cover the -- "You can't go in and</p> <p>12 out of the building?"</p> <p>13 A Yeah. That's prohibited access.</p> <p>14 Q Okay. If we could look at Subdivision (a), it</p> <p>15 says, "Due" -- so, "All coverage above must be directly</p> <p>16 resulting from access being prohibited to a described</p> <p>17 location or any portion thereof, (a) Due to the actual</p> <p>18 presence of and the spread of communicable diseases at</p> <p>19 the described location."</p> <p>20 So just looking at (a) there, do you agree that</p> <p>21 if someone infected with COVID-19 entered a location,</p> <p>22 that that would mean that COVID-19 would be present at</p> <p>23 the location?</p> <p>24 MS. McDONNELL: Object to the form.</p> <p>25 THE WITNESS: Not necessarily.</p>	<p style="text-align: right;">Page 69</p> <p>1 presence of COVID would depend upon certain things such</p> <p>2 as if they were wearing a mask or if they just walked in</p> <p>3 or walked out?</p> <p>4 A I mean, like I said, it could be present.</p> <p>5 Q I'm just trying to figure out when you're</p> <p>6 saying what that could and could not be present. So --</p> <p>7 and you -- you said that it could be present unless</p> <p>8 they, like, walked in and out of the building or there</p> <p>9 was a circumstance like they were wearing a mask.</p> <p>10 So I'm trying to figure out if a person</p> <p>11 actively with COVID-19 walks into a 24 Hour Fitness</p> <p>12 location, when would that mean that the location has the</p> <p>13 presence of COVID-19, in what circumstance?</p> <p>14 A There could be the presence of COVID-19 there.</p> <p>15 Q Right. But when couldn't there be, then?</p> <p>16 Like, when would a person that actively has COVID,</p> <p>17 walked into a premises -- when wouldn't there be the</p> <p>18 presence of COVID at that premises then?</p> <p>19 MS. McDONNELL: Object to the form.</p> <p>20 THE WITNESS: I'm not sure.</p> <p>21 BY MS. OCHOA:</p> <p>22 Q Okay. So according to this endorsement, there</p> <p>23 may be a situation where someone is actively infected</p> <p>24 with COVID-19, walks into a premises, COVID-19 may be on</p> <p>25 those premises or it may not, but you're not sure of any</p>

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1 other situation where it would not? Like, you can't
2 recall that distinction then?

3 **A Correct. But again, like I said, they would**
4 **have to have a test -- a positive test and then walk**
5 **into the premise. We would need to know the timeline**
6 **and that they did, in fact, test positive.**

7 Q So if a person tested positive for COVID on a
8 Monday -- for COVID on Monday and walked into a gym on
9 Tuesday or Wednesday, would that mean that there is the
10 presence of COVID-19 in the gym?

11 **A It depends on the circumstances. That could**
12 **have been the last day that they had COVID when they got**
13 **tested. I would say it would have to be the exact same**
14 **day.**

15 Q Okay. So they would have to -- in order for
16 COVID to be on the premises, the person would have to
17 be -- test positive for COVID and walk into the gym that
18 same day?

19 **A Yes.**

20 Q Okay. Have you ever consulted anyone to figure
21 out what type of information a policyholder would need
22 to present to satisfy this kind of endorsement?

23 **A In regards to this particular endorsement? I**
24 **would say -- examples would be that there has to be an**
25 **actual presence of and spread of; there has to be some**

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1 **order saying that access is prohibited; and then there**
2 **also has to be -- the insured has to incur clean-up**
3 **costs.**

4 Q Okay. So those are the things that you just
5 listed would need to be satisfied, the evidence that
6 would need to be shown to satisfy this endorsement?

7 **A Yes, I would say those are examples.**

8 Q And those examples that we talked about before
9 with regard to these specific things is, one, access
10 would need to be prohibited, i.e., you can't go in and
11 out, as you said; two, it has to be at a described
12 location, which you said it has to refer to a specific
13 building or have an address; and three, there has to be
14 the actual presence, i.e., a person has to actively have
15 tested positive and walked into the gym that day, right?

16 MS. MCDONNELL: Objection. She said those are
17 examples, so please don't mischaracterize the testimony.
18 BY MS. OCHOA:

19 Q Is that -- is that correct, what I just
20 described? Is that an example of what would satisfy
21 this endorsement?

22 **A And then I think the other example I gave was**
23 **they would have to incur clean-up costs. I don't think**
24 **you said that.**

25 Q And -- okay. And incur clean-up costs; is that

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1 accurate?

2 **A Those are examples.**

3 Q What are other examples that would satisfy this
4 endorsement besides what I just mentioned?

5 **A That's all I can think of right now.**

6 Q Okay. And have you -- did you ever consult
7 anyone else about what a policyholder would need to
8 satisfy for this particular endorsement?

9 **A No.**

10 Q And did you ever -- you didn't ever discuss
11 with Mr. Allen the information that 24 Hour Fitness
12 could provide; is that right?

13 **A Correct. I never spoke to him.**

14 Q And none of the other insurers, right?

15 **A Correct.**

16 Q What about Ms. Reyes?

17 **A I don't think I spoke to Ms. Reyes on this**
18 **particular endorsement.**

19 Q Are you aware that 24 Hour Fitness sent
20 information to the insurers about individuals that
21 tested positive for COVID-19 that were at 24 Hour
22 Fitness's premises?

23 **A I -- they didn't test positive. It was**
24 **presumed that they were infected and at the location.**
25 **It wasn't confirmed.**

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1 Q In every -- in every instance you're saying it
2 wasn't confirmed?

3 **A The ones that the insured provided.**

4 Q And where are you getting that information
5 based off of?

6 **A That was in one of the -- that was part of the**
7 **claims file, and it was part of the answer to one of the**
8 **RFIs.**

9 Q So is it your understanding that 24 Hour
10 Fitness did not provide one instance where someone
11 tested positive for COVID-19?

12 MS. MCDONNELL: Object to the form.

13 If she's referring to a document in the list,
14 I'd prefer if we pulled it up.

15 BY MS. OCHOA:

16 Q I'm just asking right now based off of your --
17 and we'll -- we'll pull it up.

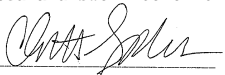
18 But based off of your understanding right now,
19 you don't recall 24 Hour Fitness ever providing a
20 positive -- an instance of a positive test?

21 **A It might have been positive, but they weren't**
22 **then on the premise. I mean the timeline was off. I**
23 **would like to see it in front of me.**

24 Q Okay. We'll pull -- we'll pull it up. I'll --
25 I'll get there.

<p style="text-align: right;">Page 126</p> <p>1 Q Do you know who Odell Bradley is?</p> <p>2 A No.</p> <p>3 Q You've never heard of him before or worked with</p> <p>4 him before in any capacity?</p> <p>5 A Not that I can recall.</p> <p>6 Q I'll represent that he is the adjuster for CNA</p> <p>7 or the claims handler for CNA.</p> <p>8 If we go to Bates 001008 --</p> <p>9 A Okay.</p> <p>10 Q In that e-mail that you can see on the screen,</p> <p>11 it's from Odell Bradley, sent June 25th, 2020, to Mike</p> <p>12 Allen and the insurer representatives.</p> <p>13 MS. OCHOA: And if we could scroll down,</p> <p>14 just -- thank you. Keep scrolling if you can. That's</p> <p>15 good.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q It says, "Market, after further review of</p> <p>18 endorsement for interruption by communicable disease, I</p> <p>19 believe it is best to engage coverage counsel moving</p> <p>20 forward." And then it appears that he copies the</p> <p>21 interruption by communicable disease endorsement and</p> <p>22 that it continues on to 001009, if we could scroll down.</p> <p>23 And he writes, "There seems to be a good chance</p> <p>24 business interruption coverage will be triggered. I</p> <p>25 think we all agree. However, there is a question based</p>	<p style="text-align: right;">Page 128</p> <p>1 A Yeah, meaning I don't know why he said that or</p> <p>2 what he meant by that.</p> <p>3 Q You just know that it was after having received</p> <p>4 a bunch of information from 24 Hour Fitness and the</p> <p>5 market having discussions about the claim?</p> <p>6 A What's the question?</p> <p>7 Q You don't know what he meant by this, correct?</p> <p>8 You just know that this e-mail was sent after the market</p> <p>9 had discussions and after 24 Hour Fitness provided</p> <p>10 responses to information requests?</p> <p>11 A Yeah, but what he said is he didn't speak on</p> <p>12 behalf of the market. But yeah, so it was after the</p> <p>13 insured -- according to the dates it was after the</p> <p>14 insured submitted the communications that they did to</p> <p>15 the independent adjuster.</p> <p>16 Q When he says, "I think we all agree," who do</p> <p>17 you -- who is he referring to when he says "we," do you</p> <p>18 think?</p> <p>19 A I don't know.</p> <p>20 Q Could it be the other market insurers on this</p> <p>21 e-mail?</p> <p>22 A Well, it seems that no one responded to this</p> <p>23 e-mail.</p> <p>24 Q I was going to ask about that.</p> <p>25 Why do you think an adjuster for Allianz would</p>
<p style="text-align: right;">Page 127</p> <p>1 on language of the endorsement that is not</p> <p>2 straightforward specifically speaking to business</p> <p>3 interruption."</p> <p>4 This e-mail was written in June of 2020, June</p> <p>5 25th, 2020. This was after the insurers had already</p> <p>6 received a number of rounds of responses to information</p> <p>7 requests from 24 Hour Fitness that we already looked at,</p> <p>8 right?</p> <p>9 A Yes.</p> <p>10 Q And is it your understanding that Mr. Bradley's</p> <p>11 comment reflects that there seems to be a good chance of</p> <p>12 business interruption as triggered based -- was that</p> <p>13 based on the information that the market had at that</p> <p>14 point?</p> <p>15 A Say the question again. I'm sorry.</p> <p>16 Q No worries.</p> <p>17 His comment that there seems to be a good</p> <p>18 chance that business interruption coverage was</p> <p>19 triggered -- was that, to your knowledge, based upon</p> <p>20 information that the market had at that point?</p> <p>21 A I don't exactly know what he meant when he said</p> <p>22 that.</p> <p>23 Q So you don't know what he meant when he said</p> <p>24 there's a good chance that business interruption</p> <p>25 coverage will be triggered?</p>	<p style="text-align: right;">Page 129</p> <p>1 not respond to an e-mail from a market insurer about a</p> <p>2 coverage determination if they don't agree with the</p> <p>3 position?</p> <p>4 MS. MCDONNELL: Object to the form.</p> <p>5 If you know.</p> <p>6 THE WITNESS: I feel like if she -- if she</p> <p>7 agreed, she would have responded that she agreed, but</p> <p>8 she didn't respond.</p> <p>9 BY MS. OCHOA:</p> <p>10 Q So if she agreed, she would have responded; but</p> <p>11 if she didn't agree, you wouldn't respond?</p> <p>12 MS. MCDONNELL: Object to form.</p> <p>13 THE WITNESS: I don't know why she didn't</p> <p>14 respond. But she didn't say anywhere that she did</p> <p>15 agree.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q She didn't say anywhere that she did agree and</p> <p>18 she didn't say anywhere that she didn't agree?</p> <p>19 A No. I just said she didn't respond saying that</p> <p>20 she agreed to that statement.</p> <p>21 Q Would you think it's important, if someone like</p> <p>22 you evaluating coverage determination -- if you didn't</p> <p>23 agree with an insurer's coverage analysis, to respond</p> <p>24 and say that you did not agree?</p> <p>25 MS. MCDONNELL: Object to the form. It's</p>

<p style="text-align: right;">Page 134</p> <p>1 BY MS. OCHOA:</p> <p>2 Q Is it Allianz's position that it's not</p> <p>3 important to respond to an e-mail where another insurer</p> <p>4 makes a coverage determination that Allianz does not</p> <p>5 agree with?</p> <p>6 A I mean, they don't necessarily have to tell the</p> <p>7 market what their coverage position is, because at the</p> <p>8 end of the day they go by, you know, what their policy</p> <p>9 says and what the coverage is. And they can write their</p> <p>10 own coverage letter like, for example, Sompo did.</p> <p>11 Q So would you say that it's Allianz's position</p> <p>12 that it's not important to respond to a coverage</p> <p>13 determination e-mail by a different insurer if Allianz</p> <p>14 disagrees with it?</p> <p>15 MS. MCDONNELL: Object to the form; asked and</p> <p>16 answered.</p> <p>17 THE WITNESS: I mean, they could respond, but I</p> <p>18 don't think they absolutely need to or it's important.</p> <p>19 I mean, there could have been a phone conversation about</p> <p>20 it.</p> <p>21 BY MS. OCHOA:</p> <p>22 Q Are you aware of a phone conversation about it?</p> <p>23 A No. But I'm aware that Allianz didn't agree --</p> <p>24 or Lourdes didn't agree with the statement.</p> <p>25 Q And you're aware that she didn't respond and</p>	<p style="text-align: right;">Page 136</p> <p>1 MS. MCDONNELL: Object to the form.</p> <p>2 THE WITNESS: I think, again, it was the</p> <p>3 initial stages of the claim, so we asked them to prove</p> <p>4 the actual presence, and then we kept following up</p> <p>5 requesting more information. They would respond, but</p> <p>6 then, you know, a coverage determination wasn't made,</p> <p>7 and then they filed suit.</p> <p>8 So we could have got there, but at that -- or</p> <p>9 we didn't because we just -- the insured went to suit.</p> <p>10 BY MS. OCHOA:</p> <p>11 Q Okay. So I'm just trying to understand the</p> <p>12 response.</p> <p>13 So it's Allianz's position that they did not</p> <p>14 ask for those specific things that were needed to show</p> <p>15 the actual presence of COVID-19 like what we've been</p> <p>16 talking about this entire time, the specific date of the</p> <p>17 test and the specific day that they walked in being on</p> <p>18 that same day. They didn't ask for that, but they could</p> <p>19 have continued to ask -- they could have asked for that</p> <p>20 down the line, but the insured filed suit?</p> <p>21 A Correct.</p> <p>22 Q And do you think that -- strike that.</p> <p>23 MS. OCHOA: Let's end it at that. That's fine.</p> <p>24 I have no more questions.</p> <p>25 MS. MCDONNELL: I don't have any.</p>
<p style="text-align: right;">Page 135</p> <p>1 Allianz didn't respond?</p> <p>2 A Right. But I know she didn't agree, because I</p> <p>3 spoke to her about that.</p> <p>4 Q In preparation for this deposition?</p> <p>5 A Yes.</p> <p>6 Q Is it Allianz's position that not asking for</p> <p>7 specific documentation of what needs to show the actual</p> <p>8 presence like we've been talking about -- i.e., the date</p> <p>9 that the person tested positive and the same date that</p> <p>10 they entered the building -- is appropriate? In other</p> <p>11 words, that Allianz does not need to do that?</p> <p>12 MS. MCDONNELL: Object to the form.</p> <p>13 THE WITNESS: I mean, I think, like I said</p> <p>14 before, they -- we did request information in regards to</p> <p>15 there being an actual presence, and it was an ongoing</p> <p>16 investigation. It was the beginning stages of the claim</p> <p>17 as well. I -- I guess that's the end.</p> <p>18 BY MS. OCHOA:</p> <p>19 Q I mean just specific; not just the actual</p> <p>20 presence language.</p> <p>21 I'm asking, is it Allianz's position that they</p> <p>22 did not have to ask the insured, "You need to show the</p> <p>23 actual presence by submitting a positive test and</p> <p>24 evidence that they walked into the gym on the same day</p> <p>25 that they tested positive"?</p>	<p style="text-align: right;">Page 137</p> <p>1 MS. OCHOA: Great. I think we can go off the</p> <p>2 record.</p> <p>3 (Brief discussion held off the record.)</p> <p>4 MS. OCHOA: There have been numerous objections</p> <p>5 about questions being outside the scope of the 30(b)(6)</p> <p>6 amended notice, and I -- we want to reserve our right to</p> <p>7 be able to meet and confer on those but also compel a</p> <p>8 further 30(b)(6) to the extent that we see necessary or</p> <p>9 move to compel. And I just want to put that on the</p> <p>10 record.</p> <p>11 MS. MCDONNELL: And can I ask on what</p> <p>12 grounds -- what you're specifically -- what you have an</p> <p>13 issue with?</p> <p>14 MS. OCHOA: There were just numerous instances</p> <p>15 where there were objections for outside the record, and</p> <p>16 I believed that I was asking for Allianz's position with</p> <p>17 regard to this claim and Allianz's position generally</p> <p>18 with regard to coverage, and there was objections and</p> <p>19 instructions not to answer. And so that's what we're</p> <p>20 maintaining our -- our right to assert.</p> <p>21 MS. MCDONNELL: Okay.</p> <p>22 THE COURT REPORTER: All right. Off the</p> <p>23 record?</p> <p>24 MS. OCHOA: Yep.</p> <p>25 (Concluded at 4:30 P.M. CST)</p>

Page 138	Page 140
<p>1 IN THE UNITED STATES BANKRUPTCY COURT</p> <p>2 FOR THE DISTRICT OF DELAWARE</p> <p>3 IN RE)</p> <p>4 RS FIT NW LLC,)</p> <p>5 DEBTOR.)</p> <p>6 24 HOUR FITNESS)</p> <p>7 WORLDWIDE, INC.,)</p> <p>8 PLAINTIFF,)</p> <p>9 V.) CHAPTER 11</p> <p>10 CONTINENTAL CASUALTY) CASE NO. 20-11558</p> <p>11 COMPANY; ENDURANCE) (KBO)</p> <p>12 AMERICAN SPECIALTY)</p> <p>13 INSURANCE COMPANY; STARR)</p> <p>14 SURPLUS LINES INSURANCE)</p> <p>15 COMPANY; ALLIANZ GLOBAL)</p> <p>16 RISKS US INSURANCE)</p> <p>17 COMPANY; LIBERTY MUTUAL)</p> <p>18 INSURANCE COMPANY;)</p> <p>19 BEAZLEY-LLOYD'S)</p> <p>20 SYNDICATES 2623/623;)</p> <p>21 ALLIED WORLD NATIONAL)</p> <p>22 ASSURANCE COMPANY; QBE)</p> <p>23 SPECIALTY INSURANCE)</p> <p>24 COMPANY; AND GENERAL)</p> <p>25 SECURITY INDEMNITY)</p> <p>COMPANY OF ARIZONA,)</p> <p>DEFENDANTS.)</p> <p>REPORTER'S CERTIFICATION</p> <p>DEPOSITION OF MELANIE WOLSKI</p> <p>NOVEMBER 11, 2022</p> <p>I, CHRISTINE SPERBECK, Certified Shorthand</p> <p>Reporter in and for the State of California, hereby</p> <p>certify to the following:</p>	<p>1 Errata Sheet</p> <p>2</p> <p>3 NAME OF CASE: 24 HOUR FITNESS WORLDWIDE V. CONTINENTAL CASUALTY</p> <p>4 DATE OF DEPOSITION: 10/28/2022</p> <p>5 NAME OF WITNESS: Melanie Wolski</p> <p>6 Reason Codes:</p> <p>7 1. To clarify the record.</p> <p>8 2. To conform to the facts.</p> <p>9 3. To correct transcription errors.</p> <p>10 Page ____ Line ____ Reason ____</p> <p>11 From ____ to ____</p> <p>12 Page ____ Line ____ Reason ____</p> <p>13 From ____ to ____</p> <p>14 Page ____ Line ____ Reason ____</p> <p>15 From ____ to ____</p> <p>16 Page ____ Line ____ Reason ____</p> <p>17 From ____ to ____</p> <p>18 Page ____ Line ____ Reason ____</p> <p>19 From ____ to ____</p> <p>20 Page ____ Line ____ Reason ____</p> <p>21 From ____ to ____</p> <p>22 Page ____ Line ____ Reason ____</p> <p>23 From ____ to ____</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 139</p> <p>1 That the witness, MELANIE WOLSKI, was duly</p> <p>2 sworn by the officer and that the transcript of the oral</p> <p>3 deposition is a true record of the testimony given by</p> <p>4 the witness;</p> <p>5 I further certify that pursuant to FRCP Rule</p> <p>6 30(e)(1) that the signature of the deponent:</p> <p>7 _____ was requested by the deponent or a party before</p> <p>8 the completion of the deposition and returned within 30</p> <p>9 days from date of receipt of the transcript. If</p> <p>10 returned, the attached Changes and Signature Page</p> <p>11 contains any changes and the reasons therefor;</p> <p>12 ___X___ was not requested by the deponent or a party</p> <p>13 before the completion of the deposition.</p> <p>14 I further certify that I am neither attorney</p> <p>15 nor counsel for, related to, nor employed by any of the</p> <p>16 parties to the action in which this testimony was taken.</p> <p>17 Further, I am not a relative or employee of any</p> <p>18 attorney of record in this cause, nor do I have a</p> <p>19 financial interest in the action</p> <p>20 Subscribed and sworn to on this 11th day of</p> <p>21 November, 2022. </p> <p>22</p> <p>23 Christine Sperbeck, CSR No. 14008</p> <p>24 CHRISTINE E. SPERBECK, CSR, RPR</p> <p>25 CALIFORNIA CSR NO. 14008</p> <p>TEXAS CSR NO. 9432</p>	